



GAIL FARBER, Director

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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ALHAMBRA, CALIFORNIA 91803-1331
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ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

February 12, 2013

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

20 February 12, 2013

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

**APPROVE COOPERATIVE AGREEMENT FOR
DEL MAR AVENUE OVER ALHAMBRA WASH BRIDGE REPLACEMENT PROJECT
ADOPT RESOLUTION FOR JURISDICTION AND
ALLOCATION OF AID-TO-CITIES FUNDS
CITY OF SAN GABRIEL-COUNTY OF LOS ANGELES
(SUPERVISORIAL DISTRICT 5)
(4 VOTES)**

SUBJECT

This action is to approve a cooperative agreement between the City of San Gabriel and the County of Los Angeles to provide financing and delegation of responsibilities for the Del Mar Avenue over Alhambra Wash bridge replacement project in the City and adopt the resolution declaring Del Mar Avenue over Alhambra Wash, which is within the City, to be a part of the County System of Highways.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the project is categorically exempt from the provisions of the California Environmental Quality Act.
2. Adopt the resolution declaring Del Mar Avenue from 400 feet north of to 400 feet south of the bridge over Alhambra Wash, which is within the City of San Gabriel, to be a part of the County System of Highways and approve County of Los Angeles allocation of City of San Gabriel Aid-to-Cities funds in the amount of \$45,862 for the project.

3. Approve and instruct the Chairman of the Board to sign the cooperative agreement with the City of San Gabriel to provide financing and delegation of responsibilities for the replacement of the bridge on Del Mar Avenue over Alhambra Wash. The agreement provides for the County of Los Angeles to perform the preliminary engineering and administer construction of the project and to apply for Federal Highway Bridge Program funding to finance the Federally reimbursable portion of the project costs. The agreement further provides that the City will deposit funds with the County to finance the non-Federally reimbursable portion of the project cost. The total project cost is estimated to be \$5,032,000 with the City's share estimated to be \$749,000.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is for the Board to approve the enclosed cooperative agreement with the City to provide financing and delegation of responsibilities for the design and construction of the Del Mar Avenue over Alhambra Wash bridge replacement project and adopt the enclosed resolution declaring Del Mar Avenue over Alhambra Wash, which is within the City, to be a part of the County System of Highways.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provision of Integrated Services Delivery (Goal 3). By improving the subject bridge, residents of the City and nearby unincorporated County communities who travel on Del Mar Avenue will benefit and their quality of life will be improved.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The project is entirely within the City. The County will administer the project under the Federal Highway Bridge Program covered by Agreement 71078 with the State of California. Under this program, Federal-aid funds will be used to finance a portion of the project cost. The non-Federally reimbursable portion of the project cost will be financed by the City.

The total project cost is estimated to be \$5,032,000 with estimated Federal reimbursement of \$4,283,000 and the City's cost estimated to be \$749,000. In addition to the construction contract cost, the total project cost includes the cost of plans, specifications, consultant services, survey, material testing, construction engineering, inspection, contract administration, change order contingency, contribution to the Contract Cities Liability Trust Fund, and other County services.

The City's jurisdictional share of the project cost will be financed by a credit in the form of reimbursement paid to the County under Service Request No. 15980 for design of the project in the amount of \$296,962, County Aid-to-Cities (ATC) funds in the amount of \$45,862 which is allocated to the City and on account with the County, and by depositing other City funds in the amount of \$406,176. The County's anticipated expenses for the ATC program are budgeted annually in the Road Fund Budget administered by the Department of Public Works.

The necessary funds required for the preliminary engineering cost of this project is included in the Fifth Supervisorial District's Road Construction Program in the Fiscal Year 2012-13 Road Fund Budget. Through the annual budget process, sufficient appropriation will be included in the Fifth Supervisorial District's Road Construction Program in the Fiscal Year 2013-14 Road Fund Budget to finance the construction cost of the project.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The cooperative agreement has been approved, as to form, by County Counsel and executed by the City.

Sections 1685 and 1803 of the California Streets and Highways Code provide that the Board of Supervisors of any county may enter into contracts or agreements with the legislative body of any city for the purposes of more efficient construction or repair of streets and roads within the city. This proposal is also authorized and provided for by the provisions of Sections 6500 and 23004 et seq. of the Government Code.

The cooperative agreement provides for the County to perform the preliminary engineering and administer construction of the project under the Federal Highway Bridge Program. The City will finance the non-Federally reimbursable portion of the project cost. The City's actual cost will be based upon a final accounting after completion of the project.

Sections 1700-1702 of the California Streets and Highways Code provide that the Board of Supervisors of any county may, by a resolution adopted by a four-fifths vote of its members, declare any highway in the county lying in whole or in part within a city to be a county highway for certain purposes, including improvement. The governing body of the affected city may consent to the relative portion of the highway within its jurisdiction being included as part of the county highway system. Thereafter, the Board of Supervisors of the county may acquire right of way, construct, maintain, improve, or repair such highway in the same manner as other county highways.

Aid-to-Cities is authorized by Sections 1680-1684 and 1686 of the California Streets and Highways Code providing that the Board of Supervisors may, by a resolution adopted by a four-fifths vote of its members, determine that certain types of road improvements are of general County interest and that County aid shall be extended therefore. The County's ATC program is governed by policies adopted by your Board on September 28, 1982, Synopsis 69, and on March 20, 1990, Synopsis 40. The 1982 policy provided for a portion of the County's gasoline tax funds to be apportioned annually to cities per a prescribed formula. The 1990 Board action revised the policy for the Fiscal Year 1989-90 ATC funds allocations, directing the funds be allocated to cities for the following purposes: (1) Regional Traffic Signal Synchronization projects, (2) Transportation Systems Management and Congestion Management projects that improve regional traffic mobility, and (3) design, acquisition of right-of-way, and construction of city streets on the County Highway Plan, which are of general County interest and regional significance providing that the regional priorities in 1 and 2 are met to the satisfaction of the Director of Public Works.

County ATC apportionments were discontinued in Fiscal Year 1990-91. However, some cities have unclaimed ATC allocations from preceding years on account with the County. The City of San Gabriel has cooperated in the implementation of regional Traffic Signal Synchronization projects, Transportation Systems Management, and Congestion Management projects. Del Mar Avenue is on the County Highway Plan, and the bridge replacement project is of general County interest and regional significance. Therefore, we have determined that the proposed use of ATC funds meets all

of the Board's previously adopted criteria for use of ATC funds. The requested amount of \$45,862 represents all of the City's remaining ATC funds.

ENVIRONMENTAL DOCUMENTATION

This project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Sections 15301(c), 15302(c), and 15304(b) of the CEQA guidelines and Class 1 (x), Subsections 4, 5, 11, 14, 19 and 22, Classes 2(e) and 4(c) of the Environmental Reporting Procedures and Guidelines adopted by the Board on November 17, 1987. These exemptions provide for modification of existing traffic signal system, installation of new traffic signal system, repairs and maintenance of bridge structures, reconstruction of existing roadway pavement, curbs, gutters, sidewalk, driveway, new highway channelization, maintenance of existing roadway facilities, replacement or reconstruction of existing facilities involving no expansion of capacity, and new landscaping.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Del Mar Avenue over Alhambra Wash is entirely within the City's jurisdictional boundary. The project is scheduled to be advertised for construction bids in the fall of 2013 pending the City's consent to jurisdiction and the County obtaining the necessary Federal and State approvals. The jurisdiction will be relinquished after completion of the project.

At the conclusion of the project, the City will continue to maintain and operate the project at the City's expense. There is no impact on current County services.

CONCLUSION

Please return one adopted copy of this letter, the two original cooperative agreements, and the two resolutions to the Department of Public Works, Programs Development Division.

Respectfully submitted,



GAIL FARBER

Director

GF:JTW:dg

Enclosures

c: Chief Executive Office (Rita Robinson)
County Counsel
Executive Office

**RESOLUTION DECLARING THE PORTION OF DEL MAR AVENUE
OVER ALHAMBRA WASH, WITHIN THE CITY OF SAN GABRIEL,
TO BE A PART OF THE COUNTY SYSTEM OF HIGHWAYS AND
ALLOCATION OF CITY OF SAN GABRIEL AID-TO-CITIES FUNDS**

WHEREAS, by reason of its location and travel thereon, the portion of Del Mar Avenue from 400 feet north of to 400 feet south of the bridge over Alhambra Wash, within the City of San Gabriel, in the County of Los Angeles, State of California, should be a part of the County System of Highways for the limited purpose of constructing a replacement bridge on Del Mar Avenue over Alhambra Wash.

WHEREAS, it is the purpose of the Board of Supervisors of said County to cause construction of the above-stated improvements and perform appurtenant work thereon provided the consent of the governing body of the City shall first be given by the City Council of the City of San Gabriel, California, consenting to the establishment of Del Mar Avenue from 400 feet north of to 400 feet south of the bridge over Alhambra Wash, within said City, as part of the County System of Highways; and

WHEREAS, the Board of Supervisors of said County intends to allocate City of San Gabriel Aid-To-Cities funds in the amount of \$45,862 toward the project.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors of the County of Los Angeles, State of California, that Del Mar Avenue from 400 feet north of to 400 feet south of the bridge over Alhambra Wash, within the City of San Gabriel, is hereby declared to be a part of the System of Highways of said County as provided in Sections 1700 and 1702 inclusive of the Streets and Highways Code of the State of California for the limited purpose of constructing the aforementioned project and \$45,862 of City of San Gabriel Aid-To-Cities funds is hereby allocated to the aforementioned project.

BE IT FURTHER RESOLVED, by the Board of Supervisors of the County of Los Angeles, State of California that the County agrees:

- (a) That the County of Los Angeles shall not be responsible for any damage or liability occurring by reason of any roadway condition on the aforementioned bridge, within the City of San Gabriel, existing prior to the start of bridge reconstruction work by the County of Los Angeles and following the completion and field acceptance of said construction.
- (b) That the work to be performed by the County of Los Angeles shall not include roadway maintenance activities on Del Mar Avenue from 400 feet north of to 400 feet south of the bridge over Alhambra Wash, within the City of San Gabriel, prior to the start of bridge reconstruction work by the County of Los Angeles and following the completion and field acceptance of said construction.

- (c) That the County of Los Angeles authorizes the Director of the County of Los Angeles Department of Public Works to assign to the City of San Gabriel all of its right, title, and interest in any unexpired portion of the one-year warranty granted to the County of Los Angeles by the construction contractor performing the bridge replacement work. This assignment is effective following completion of construction of the bridge replacement work and upon field acceptance of said construction by the County of Los Angeles.

The foregoing Resolution was adopted on the 12th day of February, 2013, by the Board of Supervisors of the County of Los Angeles and ex-officio of the governing body of all other special assessments and taxing districts, agencies, and authorities for which said Board so acts.



SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By Lachelle Smithman
Deputy

APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel

By John F. Krattli
Deputy

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REVISED AGREEMENT

THIS AGREEMENT, made and entered into by and between the CITY OF SAN GABRIEL, a municipal corporation in the County of Los Angeles (hereinafter referred to as CITY), and the COUNTY OF LOS ANGELES, a political subdivision of the State of California (hereinafter referred to as COUNTY):

WITNESSETH

WHEREAS, Del Mar Avenue is owned by CITY and is in the Mobility Chapter of CITY'S General Plan and is on COUNTY'S Highway Plan; Alhambra Wash is owned by the Los Angeles County Flood Control District; and

WHEREAS, COUNTY is administering all matters for the Los Angeles County Flood Control District pursuant to Section 56-3/4 of COUNTY'S Charter and in accordance with an Agreement approved on December 26, 1984, between COUNTY and the Los Angeles County Flood Control District; and

WHEREAS, the existing bridge on Del Mar Avenue over the Alhambra Wash has been determined to be structurally and functionally obsolete; and

WHEREAS, CITY and COUNTY propose to replace the existing bridge on Del Mar Avenue over Alhambra Wash; reconstruct the necessary roadway pavement of the bridge approaches, including associated curb, gutter, and sidewalk; replace the existing signal at Del Mar Avenue and Commercial Center; and restripe to accommodate a left turn lane pocket to Commercial Center (which work is hereinafter referred to as PROJECT); and

WHEREAS, PROJECT is within the geographical boundaries of CITY; and

WHEREAS, PROJECT is of general interest to CITY and COUNTY; and

WHEREAS, COUNTY is willing to perform or cause to be performed the PRELIMINARY ENGINEERING, solicitation of construction bids and award of construction contract, and CONTRACT ADMINISTRATION for PROJECT; and

WHEREAS, COUNTY is further willing to administer PROJECT under the Federal Highway Bridge Program in accordance with the Caltrans Program Supplement Agreement; and

WHEREAS, the Caltrans Program Supplement Agreement includes special covenants authorizing COUNTY to perform work and invoice the State for reimbursement on behalf of CITY; and

WHEREAS, COST OF PROJECT includes the costs of PRELIMINARY ENGINEERING, COST OF CONSTRUCTION CONTRACT, and costs of CONSTRUCTION ADMINISTRATION as more fully set forth herein; and

WHEREAS, COST OF PROJECT is currently estimated to be Five Million Thirty-two Thousand and 00/100 Dollars (\$5,032,000.00) with Federal funding reimbursement estimated to be Four Million Two Hundred Eighty-three Thousand and 00/100 Dollars (\$4,283,000.00); and

WHEREAS, CITY is willing to finance LOCAL SHARE OF COSTS, the non-Federally reimbursable local agency portion of the COST OF PROJECT; and

WHEREAS, CITY is willing to finance LOCAL SHARE OF COSTS, currently estimated to be Seven Hundred Forty-nine Thousand and 00/100 Dollars (\$749,000.00), by utilizing credit accrued through the reimbursement of COUNTY'S actual incurred expenditures, currently estimated to be Two Hundred Ninety-six Thousand Nine Hundred Sixty-two and 00/100 Dollars (\$296,962.00), under the Service Request No. 15980 that was issued by the CITY on December 27, 2005, for COUNTY to start PRELIMINARY ENGINEERING per terms and conditions of the County/City General Service Agreement 77560, by claiming its remaining balance of Aid-To-Cities allocation of funds in the amount of Forty Five Thousand Eight Hundred Sixty-two and 00/100 Dollars (\$45,862.00) from the Fiscal Year 1990-91 allocation or preceding years, and by paying the remaining portion of LOCAL SHARE OF COSTS currently estimated to be Four Hundred Six Thousand One Hundred Seventy-six and 00/100 Dollars (\$406,176.00) in cash; and

WHEREAS, COUNTY'S Aid-To-Cities is authorized and governed by Sections 1680-1684 and 1686 of the California Streets and Highways Code and is provided to CITY in accordance with all applicable provisions of laws relating to funds derived from the Highway Users Tax in the amount of Forty Five Thousand Eight Hundred Sixty-two and 00/100 Dollars (\$45,862.00); and

WHEREAS, COUNTY is willing to credit the CITY'S payment to Service Request No. 15980 and CITY'S Aid-To-Cities funds toward the CITY'S share of COST OF PROJECT; and

WHEREAS, such a proposal is authorized and provided for by the provisions of Sections 6500 and 23004, et seq., of the Government Code and Sections 1685 and 1803 of the California Streets and Highways Code.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the promises herein contained, it is hereby agreed as follows:

1) DEFINITIONS:

- a. JURISDICTION as referred to in this AGREEMENT shall be defined as the area within the geographical boundary of the CITY and the unincorporated areas of the COUNTY mentioned in this AGREEMENT.

- b. PRELIMINARY ENGINEERING as referred to in this AGREEMENT shall consist of environmental findings and approvals/permits; design survey; soils report; traffic index and geometric investigation; preparation of plans, specifications, and cost estimates; right-of-way engineering and certification; utility engineering; and all other necessary work prior to advertising of PROJECT for construction bids.
- c. COST OF CONSTRUCTION CONTRACT as referred to in this AGREEMENT shall consist of the total of payments to the construction contractor(s) for PROJECT and the total of all payments to utility companies or contractor(s) for the relocation of facilities necessary for the construction of PROJECT, and the cost of any additional unforeseen work that is necessary for the construction of PROJECT.
- d. CONSTRUCTION ADMINISTRATION as referred to in this AGREEMENT shall consist of construction contract administration, construction inspection, materials testing, construction survey, traffic detour, signing and striping, construction engineering, utility relocation, changes and modifications of plans and specifications for PROJECT necessitated by unforeseen or unforeseeable field conditions encountered during construction of PROJECT, construction contingencies, and all other necessary work after advertising of PROJECT for construction bids to cause PROJECT to be constructed in accordance with said plans and specifications approved by CITY and COUNTY.
- e. COST OF PROJECT as referred to in this AGREEMENT shall consist of the COST OF CONSTRUCTION CONTRACT and costs of PRELIMINARY ENGINEERING, CONSTRUCTION ADMINISTRATION, right-of-way certification, utility engineering, and all other work necessary to complete PROJECT in accordance with the approved plans and specifications and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items.
- f. LOCAL SHARE OF COSTS as referred to in this AGREEMENT shall consist of COST OF PROJECT less any reimbursement received by COUNTY under the Federal Highway Bridge Program.
- g. Completion of PROJECT as referred to in this AGREEMENT shall be defined as the date of field acceptance of construction of PROJECT by COUNTY and an electronic notification to CITY'S Director of Public Works/City Engineer that the improvements within CITY'S JURISDICTION are transferred to CITY for the purpose of operation and maintenance.

2) CITY AGREES:

- a. To finance LOCAL SHARE OF COSTS, the actual amount of which is to be determined by a final accounting, pursuant to paragraph (4) a., below.
- b. To deposit with COUNTY, following execution of this AGREEMENT and upon demand by COUNTY, sufficient CITY funds to finance the remaining portion of LOCAL SHARE OF COSTS (hereinafter referred to as CITY'S PAYMENT), currently estimated to be Four Hundred Six Thousand One Hundred Seventy-six and 00/100 Dollars (\$406,176.00). Said demand will consist of a billing invoice prepared by COUNTY and delivered to CITY.
- c. Upon request from COUNTY, to consent to COUNTY'S request for jurisdiction of Del Mar Avenue over Alhambra Wash as part of the County System of Highways for the limited purpose of constructing PROJECT.
- d. To grant to COUNTY, at no cost to COUNTY, permission to occupy public roads in the CITY and any temporary right of way that CITY owns or has an easement for that is necessary for the construction of PROJECT.
- e. Upon approval of construction plans for PROJECT, to issue COUNTY any necessary permit(s) authorizing COUNTY to construct those portions of PROJECT within CITY'S JURISDICTION at no cost to COUNTY.
- f. To appoint COUNTY as CITY'S attorney-in-fact for the purpose of representing CITY in all negotiations pertaining to the advertisement of PROJECT for construction bids, award, and administration of the construction contract and in all things necessary and proper to complete PROJECT.
- g. To cooperate with COUNTY in conducting negotiations with and, where appropriate, to issue notices to public utility organizations and owners of substructure and overhead facilities regarding the relocation, removal, operation, and maintenance of all surface and underground utilities and facilities, structures, and transportation services, which interfere with the proposed construction. Where utilities have been installed in CITY streets or on CITY property, CITY will provide the necessary right of way for the relocation of those utilities and facilities that interfere with the construction of PROJECT at no cost to COUNTY. CITY will take all necessary steps to grant, transfer, or assign all prior rights over the utility companies and owners of substructure and overhead facilities to COUNTY when necessary to construct, complete, and maintain PROJECT or to appoint COUNTY as its attorney-in-fact to exercise such prior rights.

- h. To be financially responsible for disposal and/or mitigation measures, if necessary, should any hazardous materials, chemicals, or contaminants be encountered during construction of PROJECT within CITY'S JURISDICTION.
 - i. Upon completion of PROJECT to operate and maintain in good condition and at CITY'S expense all improvements constructed as part of PROJECT within CITY'S JURISDICTION.
- 3) COUNTY AGREES:
 - a. To perform or cause to be performed the PRELIMINARY ENGINEERING, CONSTRUCTION ADMINISTRATION, right-of-way acquisition and clearance matters, and all other work necessary to complete PROJECT.
 - b. To apply for Federal Highway Bridge Program funding to finance the qualifying Federally reimbursable portion of COST OF PROJECT.
 - c. To obtain CITY'S approval of plans for PROJECT prior to advertising for construction bids.
 - d. To advertise PROJECT for construction bids, award and administer the construction contract, do all things necessary and proper to complete PROJECT, and act on behalf of CITY in all negotiations pertaining thereto.
 - e. To apply CITY'S payment to COUNTY under Service Request No. 15980 currently estimated to be Two Hundred Ninety-six Thousand Nine Hundred Sixty-two and 00/100 Dollars (\$296,962.00), and CITY'S Aid-To-Cities funds in the amount of Forty Five Thousand Eight Hundred Sixty-two and 00/100 Dollars (\$45,862.00) to LOCAL SHARE OF COSTS.
 - f. To furnish CITY within one hundred eighty (180) calendar days after final reimbursement received under the Federal Highway Bridge Program a final accounting of the actual COST OF PROJECT, including an itemization of actual unit costs and actual quantities for PROJECT.
- 4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:
 - a. The final accounting of the actual total COST OF PROJECT shall include an itemization of unit costs, actual quantities and costs, and include reimbursement received under the Federal Highway Bridge Program.
 - b. If CITY'S PAYMENT as set forth in paragraph (2) b., above, is not delivered to COUNTY office, which is described on the billing invoice prepared by COUNTY, prior to award of PROJECT, COUNTY may delay the award of PROJECT pending the receipt of CITY'S PAYMENT.

- c. That if at final accounting LOCAL SHARE OF COSTS exceeds CITY'S PAYMENT, as set forth in paragraph (2) b., above, CITY shall pay to COUNTY the additional amount upon demand. Said demand shall consist of a billing invoice prepared by COUNTY.
- d. That if at final accounting LOCAL SHARE OF COSTS is less than CITY'S PAYMENT, as set forth in paragraph (2) b., above, COUNTY shall refund difference to CITY without further action by CITY.
- e. That if CITY'S PAYMENT, as set forth in paragraph (2) b., above, is not delivered to COUNTY office, which is described on the billing invoice prepared by COUNTY, within sixty (60) calendar days after the date of said invoice, COUNTY is entitled to recover interest thereon beginning sixty (60) calendar days from the date of the invoice at the rate of interest specified in the General Services Agreement executed by the parties to this AGREEMENT currently in effect.
- f. That if CITY'S PAYMENT, as set forth in paragraph (2) b., above, is not delivered to COUNTY office, which is described on the billing invoice prepared by COUNTY, within sixty (60) calendar days after the date of said invoice, notwithstanding the provisions of Government Code, Section 907, COUNTY may satisfy such indebtedness, including interest thereon, from any funds of CITY on deposit with COUNTY, after giving notice to CITY of COUNTY'S intension to do so.
- g. CITY shall review the final accounting invoice prepared by COUNTY and report in writing any discrepancies to COUNTY within sixty (60) calendar days after the date of said invoice. Undisputed charges shall be paid by CITY to COUNTY within sixty (60) calendar days after the date of said invoice. COUNTY shall review all disputed charges and submit a written justification detailing the basis for those charges within sixty (60) calendar days of receipt of CITY'S written report. CITY shall then make payment of the previously disputed charges or submit justification for nonpayment within sixty (60) calendar days after the date of COUNTY'S written justification.
- h. COUNTY at any time may, at its sole discretion, designate an alternative payment mailing address and an alternative schedule for payment of CITY funds, if applicable. CITY shall be notified of such changes by invoice.
- i. During construction of PROJECT, COUNTY shall furnish an inspector or other representative to perform the functions of an inspector. CITY may also furnish, at no cost to COUNTY, an inspector or other representative to inspect construction of PROJECT. Said inspectors shall cooperate and consult with each other, but the orders of COUNTY inspector to the contractors or any other person in charge of construction shall prevail and be final.

- j. This AGREEMENT may be amended or modified only by mutual written consent of CITY and COUNTY. Amendments and modification of a nonmaterial nature may be made by the mutual written consent of the parties' Directors of Public Works or their delegates.
- k. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY: Mr. Steve Preston
City Manager
City of San Gabriel
425 South Mission Drive
San Gabriel, CA 91776-1202

COUNTY: Ms. Gail Farber
Director of Public Works
County of Los Angeles
Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

- l. Other than as provided below, neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT.
- m. Neither COUNTY nor any officer or employee of COUNTY shall be responsible, directly or indirectly, for damage or liability arising from or attributable to the presence or alleged presence, transport, arrangement, or release of any hazardous materials, chemicals, or contaminants present at or stemming from the PROJECT within the CITY'S JURISDICTION or arising from acts or omissions on the part of the CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of the CITY under this AGREEMENT, including liability under the Comprehensive Environmental, Response, Compensation and Liability Act of 1980 (CERCLA) and under the California Health and Safety Code. It is understood and agreed pursuant to Government Code Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any such damage, liability or

[illegible]

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IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF SAN GABRIEL on NOVEMBER 20, 2012, and by the COUNTY OF LOS ANGELES on FEBRUARY 12, 2013.



ATTEST:

SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By Sachelle Smitherman
Deputy

APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel

By John F. Krattli
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

20

FEB 12 2013

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

COUNTY OF LOS ANGELES

By Mark Ridley-Thomas
Chairman, Board of Supervisors

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By Sachelle Smitherman
Deputy

CITY OF SAN GABRIEL

By Kevin B. Sankine
Mayor

ATTEST:

By Manor K. Andrews
City Clerk

APPROVED AS TO FORM:

By Salvatore
City Attorney